

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO**

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Case Title: Furr's Supermarkets, Inc.

Case Number: 01-10779

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| Document Information |
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Description: Motion By Creditor University of New Mexico To Compel debtor in possession to accept or reject corporate sponsorship agreement with University of New Mexico, Department of Intercollegiate Athletics .

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Submitted By:

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO**

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SECTION 11, CLERK
01 MAR - 2 AM 11:51
U.S. BANKRUPTCY COURT
ALBUQUERQUE, N.M.

**IN RE:
FURR'S SUPERMARKETS, INC.,
Debtor.**

NO. 11-01-10779 SA

**MOTION TO COMPEL DEBTOR IN POSSESSION TO ACCEPT OR REJECT
CORPORATE SPONSORSHIP AGREEMENT WITH UNIVERSITY OF NEW
MEXICO, DEPARTMENT OF INTERCOLLEGIATE ATHLETICS**

COMES NOW the University of New Mexico, Department of Intercollegiate Athletics (hereinafter "UNM"), by and through its attorneys Keleher & McLeod, P.A. (James C. Jacobsen), and pursuant to 11 U.S.C. §365 and F.R.B.P. 6006(b), hereby moves the Court to establish a time by which Furr's Supermarkets, Inc. (hereinafter, "Furr's") must assume or reject its Corporate Sponsorship Agreement with UNM, and as grounds states:

1. Furr's filed a petition for relief under Chapter 11 of the Bankruptcy Code on February 8, 2001. Upon information and belief, Furr's is a debtor in possession.
2. On or about July 21, 1999, UNM and Furr's entered into a Corporate Sponsorship Agreement (the "Agreement"). A true copy of the Agreement is attached hereto as Exhibit A, and incorporated by reference as if set forth in its entirety.
3. The Agreement runs from July 1, 1999 through June 30, 2004, with a renewal option which must be exercised by April 1, 2004.
4. The Agreement grants Furr's rights to signage at University Arena, University Stadium, and various Olympic Sports facilities, and obligates UNM to make Public Address acknowledgments of Furr's during each game or match.

5. The Agreement provides that Furr's will, each year, sponsor, among other events, a Lobo home football game, the Lobo Volleyball Howl-o-Ween game, the Lobo Men's Soccer Classic, the Lobo Men's Basketball Tournament, a Lobo Women's Basketball game, a Lobo Baseball Dugout Cookout, the Lobo Women's Golf Tournament, the Lobo Men's Tennis Tournament, the Lobo Women's Tennis Weekend, the Fan Favorite Player Promotion for football, men's basketball and women's basketball, the Lobo Volleyball Serving Contest, and Lobo Baseball Bingo.

6. The Agreement grants Furr's multiple season tickets to Lobo Men's and Women's basketball games, and Lobo football games.

7. In addition to season tickets, Furr's is to receive the benefit of the Lobo Sports Print Package comprised of posters, schedules cards, brochures, and autograph cards, printed with Furr's logo, game program acknowledgments, Lobo Club membership, season ticket back panel space for promotions, and use of pavilions and hospitality rooms at athletic facilities for receptions.

8. In consideration, Furr's is required to pay, in equal quarterly installments on or before August 1, December 1, March 1 and June 1 each year, \$120,000 during years one two and three, and \$125,000 during years four and five, along with the cost of any giveaway items, banner construction, \$2,500 Gift in Kind to the Lobo Club, \$500 in candy for Lobo Howl-O-Ween, and \$250 on hot dogs, buns, condiments and paper products for Dugout Cookout.

9. Furr's is in default under the terms of the Agreement, in that it has not paid the quarterly installment due December 1, 2000. The next installment of \$30,000 is due March 1, 2001.

10. UNM must replace Furr's as a Corporate Sponsor should Furr's elect not to accept the Agreement. UNM has no ability to solicit a replacement sponsor during the period of uncertainty as to whether Furr's will accept the Agreement. Any delay in accepting or rejecting the Agreement will magnify the difficulty UNM will face in finding alternate sponsors of Spring 2001 sports, and the 2001-2002 season. Loss of the anticipated revenues from the Agreement or any replacement will have a deleterious effect on UNM Athletics.

11. Additionally, lead times for printing tickets and programs may make it impossible to replace Furr's during the 2001-2002 year, should there be any delay. For instance, the artwork for season ticket backs must be submitted to UNM by June 1 of each year in order to be sent to the printers on a timely basis. Artwork for programs must be in hand by July 15 for football and volleyball, October 1 for basketball, and January 15 for baseball.

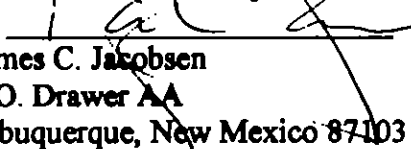
12. The Court should compel Furr's to accept or reject its Agreement with UNM on an expedited basis, one which will allow UNM to locate a substitute able to perform under the same or similar Agreement, in the event Furr's should elect to reject the Agreement.

13. Section 365 of the Bankruptcy Code does not specify a time in which an executory contract such as the Agreement must be accepted or rejected. Bankruptcy Rule 6006 permits the Court to compel the Debtor to determine whether to accept or reject the Agreement.

14. Counsel for UNM has consulted with counsel for Furr's regarding acceptance or rejection of the Agreement, but no resolution has been reached.

WHEREFORE, the University of New Mexico, Department of Intercollegiate Athletics, prays the Court enter its order directing that Furr's Supermarkets, Inc. accept or reject the Corporate Sponsorship Agreement with the University of New Mexico within thirty days, or such other time which is sufficient, in the event of rejection, for UNM to locate and secure a substitute corporate sponsor within the time constraints of the Agreement, and granting such other and further relief as the Court deems just and appropriate.

Respectfully submitted,
Keleher & McLeod, P.A.

by 
James C. Jacobsen
P.O. Drawer AA
Albuquerque, New Mexico 87103
(505) 346-4646
Fax No. (505) 346-1370



THE UNIVERSITY OF NEW MEXICO

University of New Mexico
1999-2004 Sponsorship Proposal to:

FURR'S SUPERMARKETS

Presented by:

Darren Dunn
Associate A.D. - Corporate Development

Presented on:

July 14, 1999

DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

External Operations - The Lobo Club

PROPOSAL: FURR'S SUPERMARKETS

SUBJECT: 1999 - 2004 Sponsorship of Lobo Athletics

OBJECTIVE: The University of New Mexico Athletic Department respectfully submits this proposal for review by Furr's Supermarkets (hereafter referred to as *Furr's*). Our objectives are to increase visibility and reinforce the association between Furr's and UNM Athletics while simultaneously increasing entertainment and excitement during New Mexico athletic events. We hope to continue a mutually beneficial relationship involving the following Key Elements.

I. KEY ELEMENT: Athletic Facility Signage

new artwork?

- A. Basketball East Side (TV) Rotating Signage Premium Package - The Pit:**
Furr's will receive rotating signage (40') on the East Side floor of University Arena. For UNM home games only, some restrictions may apply to ESPN/ABC games. Premium Package acknowledgements include:

 - 1. Two minutes per half of in-game exposure at men's basketball
 - 2. Exposure during one full timeout at each men's basketball game
 - 3. Equal rotation during pregame, halftime and postgame at men's basketball
 - 4. Equal rotation at women's basketball games
- B. Basketball Concourse Signage - The Pit:**
We propose one Concourse sign (approx 4' x 8') located on the Concourse inside University Arena (The Pit). The sign will be highly visible on a year-long basis, with over 1,000,000 fans visiting The Pit each year.
- C. Football Signage, North Scoreboard:**
Furr's will receive one backlit-advertising panel located on the North Scoreboard of University Stadium. The panel is approximately 4' x 20' in size and offers Furr's premium exposure within University Stadium. Furr's is responsible for the production and installation of the sign.
- D. Olympic Sports Signage Package:**
Furr's will receive the following Olympic Sports signage. One (1) Soccer Dasher Board, One (1) Volleyball Corporate Box and One (1) Outfield Baseball sign each year of this agreement.

(Olympic Sports Signage Package – continued):

1. Soccer Dasher Board

With a purchase of a Soccer Dasher Board, Furr's will receive the following:

- * One 4' x 10' dasherboard with your custom advertisement
- * Dasherboard is up for all men's and women's soccer matches
- * Public Address acknowledgement recognition at each game during the season

2. Volleyball Corporate Box

With a purchase of a Volleyball Corporate Box, Furr's will receive the following:

- * Two reserved season tickets in the premium corporate box seating area
- * One 2.5' x 6' courtside banner with your custom advertisement
- * Free refreshments and programs at each match
- * Two complimentary Lobo Volleyball Beverage Bottles
- * Invitation to the UNM Volleyball postseason awards banquet
- * Logo advertisement in every Lobo match program
- * Special Advertising opportunities at the arena during home matches
- * Public Address acknowledgements at each match during the season

3. Baseball Outfield Sign

With a purchase of a Baseball outfield sign, Furr's will receive the following:

- * One 8' x 12' outfield baseball sign at Lobo Field
- * Public Address acknowledgements at each game throughout the season

E. Signage Considerations:

1. Furr's is responsible for providing a sample rendering for approval on any signage, as well as all cost of constructing signage. All signage must be on material as stipulated by the UNM Athletic Department. Furr's retains the right to substitute new copy as deemed necessary. Cost for any changes is the responsibility of Furr's.
2. There are other non-UNM events held in the Pit each year, and signage is generally visible during them. However, it is understood that it may be necessary for the UNM Athletic Department to cover the signage panel for these certain events (i.e. NCAA events, WAC tournament, ESPN/ABC games etc.). Furr's will be kept informed in the event that such action is necessary.
3. In the event that Furr's fails to renew at the end of this agreement, then the advertising panel shall become the sole property of the University of New Mexico.

- F. Attendance at Lobo Athletic events has been on the rise over the years. In 1998-99, nearly 159,000 fans attended Lobo Football games, 364,107 fans attended Lobo Men's Basketball games and a school-record 134,452 people attended Lobo Women's Basketball games (3rd best in the nation in 1998-99).

II. KEY ELEMENT: Lobo Athletic Tickets *to KATH J. R. Angles*

- A. Lobo Football Season Tickets
1. Fifty-Three (53) Silver reserved tickets @ \$90.00 each
 2. Two (2) Premium reserved tickets @ \$99.00 each
 3. Four (4) Zia Level Seats @ \$250.00 each
- B. Lobo Men's Basketball Season Tickets
1. Four (4) Chairback tickets @ \$345.00 each
 2. Four (4) Bench seats @ \$291.00 each
- C. Lobo Women's Basketball Season Tickets
1. Ten (10) Chairback season tickets @ \$85.00 each
- D. **FREQUENT SHOPPER CARD OPPORTUNITY:** Furr's can utilize part or all of these season tickets as an added benefit to their Frequent Shopper cardholders. Cardholders can simply purchase a minimum amount of groceries on certain dates (or whichever method Furr's deems appropriate) and they will receive Lobo Tickets.


III. KEY ELEMENT: Football Game Sponsorship and Corporate Pavilion

- A. We propose that Furr's continue to co-sponsor the Youth Night Football game on September 18th, 1999, and a TBA game for the remainder of the agreement. A media sponsor may also be added to the game.
- B. For their sponsorship, Furr's will continue to receive 1,300 ticket vouchers to the game (Vouchers can be redeemed at the Lobo Ticket Office). These tickets can be used as a benefit for the Furr's Kids Club members or Frequent Shopper Card Holders. The UNM Athletic Department will assist Furr's in any way to help distribute these tickets appropriately (See *Frequent Shopper Card Opportunity* below). The Vouchers will be printed by Furr's.
- C. Furr's will have the opportunity to provide a game-day giveaway. The specific type and quantity of giveaway items will be mutually determined between Furr's and the UNM Athletic Department. If desired, Furr's may also "tie-in" a vendor to assist with the giveaway item. The proposed vendor must also be mutually agreed upon between Furr's and the UNM Athletic Department. In future years, Furr's will consider a Beanie Baby promotion.

D. Sponsor acknowledgments to Furr's:

1. Public Address Acknowledgements: The UNM Athletic Department will provide PA acknowledgements recognizing Furr's support of Lobo Football. A minimum of four (4) acknowledgements will be made during the game.
2. Banners: The UNM Athletic Department will prominently display a maximum of four (4) banners during the football game. Furr's is responsible for the provision of said banners.
3. Electronic Message Board: Furr's will receive scoreboard acknowledgements at a minimum of 10 per hour during the sponsored game.
4. Game Program: Furr's will receive logo identification on the game day program.
5. Media Tags: A media co-sponsor will be signed to promote the sponsored football game with a minimum of \$12,000 in airtime. Furr's will receive recognition on all advertising.
6. Press Release: The UNM Athletic Department will send a press release to all local media announcing Furr's sponsorship of the game.
7. Reserved Tailgate Location: Furr's will receive a reserved tailgate location in the UNM Football Corporate Tailgate Lot. Furr's is responsible for all tenting and catering.
8. Game Programs: Furr's will receive 300 game programs for distribution in the corporate pavilion.
9. Pregame Presentation: A representative of Furr's will be recognized during on-field pregame activities at the sponsored game. The representative will be presented with a commemorative gift and appropriate recognition during the ceremony.

E. As part of their game sponsorship, Furr's will also host a reception in the West Corporate Pavilion. The corporate pavilion package includes:

- 
1. Tickets: Furr's will receive 292 tickets good for the corporate pavilion seating area.
 2. Banner: Furr's will be allowed to place one (1) banner on the Corporate Pavilion during the reception. Maximum size is 4' x 12'.
 3. Public Address Acknowledgments: Furr's will receive two (2) Public Address Acknowledgments welcoming their guests to the game.

4. Electronic Messaging: Furr's will be provided with ten (10) acknowledgments per hour on the Electronic Message Board throughout the game, welcoming guests to the game.
 5. Parking: Twenty-five (25) VIP parking passes will be issued to Furr's. These provide parking in immediate proximity to the President's Pavilion. Additional parking is available and is also very convenient for access to the facility.
- F. **FREQUENT SHOPPER CARD OPPORTUNITY:** Furr's can utilize all or part of these game and/or pavilion sponsorship tickets as an added benefit to their Frequent Shopper cardholders. Cardholders can simply purchase a minimum amount of groceries on certain dates (or whichever method Furr's deems appropriate) and they will receive Lobo Tickets.

IV. KEY ELEMENT: Lobo Volleyball Game Sponsorship

- A. We propose that Furr's sponsor Lobo "Howl-O-Ween" each year of this agreement. Exact game, date, and time to be determined, as schedule becomes more definite. The game will be on or before October 31st each year.
- B. Lobo "Howl-O-Ween" provides free admission for all kids dressed in costume, or those fans who show their Furr's Frequent Shopper card, and a special rate for their accompanying parents. Gates open early for a trick-or-treat event prior to the game. Lobo "Howl-O-Ween" has long been recognized as one of the safest trick-or-treats in the Albuquerque area. Furr's will assist the UNM Athletic Department in providing candy for the trick-or-treat.
- C. Sponsor Acknowledgments:
 1. Media Tags: Furr's will be tagged as the game sponsor on all media advertising done for this event.
 2. Public Address Acknowledgements: Furr's will be recognized a minimum of four (4) times as the official sponsor of the game throughout the match.
 3. Arena Banners: Two (2) banners (3' x 8') will be displayed throughout the event with Furr's name and logo. Furr's is responsible for providing the banners unless notified otherwise.
 4. Press Release: A press release will be mailed to the local media announcing the event and Furr's sponsorship
 5. Marquee Board: Furr's will be recognized as the sponsor of Lobo "Howl-O-Ween" on the marquee board for two (2) weeks prior to the game.
 6. Game Program: Furr's will receive sponsor recognition in the game program.

7. **Flyers:** Furr's will receive sponsor recognition on all flyers produced for this event.

D. As part of the game sponsorship, Furr's will receive:

1. **Game Tickets:**
 - a. 150 tickets
 - b. 4 VIP tickets
2. **Special Recognition:** A representative of Furr's will be acknowledged during pre-game ceremonies. Furr's will receive appropriate recognition at this time.

E. **FREQUENT SHOPPER CARD OPPORTUNITY:** Furr's can utilize part or all of these game sponsorship tickets as an added benefit to their Frequent Shopper cardholders. Cardholders can simply purchase a minimum amount of groceries on certain dates (or whichever method Furr's deems appropriate) and they will receive Lobo Tickets.

Sept 17 V. **KEY ELEMENT: Lobo Men's Soccer Sponsorship**

- A. We propose that Furr's sponsor the Furr's Men's Soccer Classic, featuring a minimum of two UNM games over a weekend, to be held at the Lobo Soccer Complex. Specific opponents and game times will be determined as the schedule is finalized.
- B. **Sponsor Acknowledgments:**
 1. **Title Sponsorship:** Furr's will be recognized as the title sponsor on all information pertaining to the Soccer Classic (Press Releases, Flyers, and other distributed material).
 2. **Public Address Acknowledgements:** Furr's will be recognized with a minimum of four (4) public address acknowledgements throughout each game of the Classic.
 3. **Banners:** Furr's will receive two banners (3' x 8') displayed throughout the Soccer Classic at the Lobo Soccer Complex. Furr's is responsible for providing banners, unless otherwise notified.
 4. **Media Tags:** Furr's will receive appropriate sponsor identification on all advertising done for the Soccer Classic.

Nov. 94-21 VI. **KEY ELEMENT: Lobo Men's Basketball Tournament Title Sponsorship**

- A. We propose that Furr's become the Title Sponsor of the Lobo Classic Basketball Tournament during each season of this agreement. Exact date and time of the games will be determined prior to each season. Furr's will be notified as soon as possible to the date and time of this tournament.

- B. Furr's will have the opportunity to hand out a game day giveaway. A Beanie Baby (Furry) promotion will be used for the giveaway. Exact details will be mutually agreed upon. Furr's is responsible for the cost of all game day giveaways, or for an additional fee the UNM Athletic department will handle all aspects of the giveaway item.
- C. If Furr's chooses not to provide a giveaway, the UNM Athletic Department reserves the right to allow a non-competing sponsor the opportunity to provide a giveaway at Furr's games.
- D. Sponsor acknowledgments to Furr's:

1. Public Address Acknowledgements: The UNM Athletic Department will provide public address acknowledgements recognizing Furr's support of Lobo Men's Basketball. A minimum of four (4) acknowledgments will be made during the event.
2. Electronic Messages: Furr's will be provided with messages on the Electronic Message Boards throughout the game. The messages will appear no less than ten (10) times per hour.
3. Marquee Board: Furr's will be provided with messages on the Marquee Board located at the corner of University and Cesar Chavez across the street from the basketball arena. Messages will promote Furr's for a period of one week before the game.
4. Arena Banners: The UNM Athletic Department will prominently display a maximum of two (2) banners with Furr's name and logo at "The Pit" on their sponsored game. Banners (3' x 10') to be provided by Furr's.
5. Game Program: Furr's will receive logo recognition on the basketball game program cover for their sponsored game.
6. Press Release: The UNM Athletic Department will send a press release to local media announcing Furr's sponsorship.

- E. As part of the purchase price of game sponsorship, Furr's will receive:

1. Ticket Distribution:
 - a. 500 tickets to each night of the tournament
 - b. 4 VIP Seats each night of the tournament

Hospitality Room: Furr's will be given the option to use our hospitality room, the "Pete McDavid Lounge," which is located in the Southeast Corner of "The Pit." The room can be used for a pre/post game reception. Furr's is responsible for all catering and hospitality.

Furry on Court
- Uniform
Race
** show your*
Card
to Register
\$50 Gift Cert.
prize for
kid

3. Pre-game Presentation: A representative of Furr's will be presented with a commemorative gift on the court during the pre-game show. The representative will receive appropriate recognition during the ceremony.

4. Game Programs: Furr's will receive 150 game programs to give to their employees or guests.

F. **FREQUENT SHOPPER CARD OPPORTUNITY:** Furr's can utilize part or all of these tournament sponsorship tickets as an added benefit to their Frequent Shopper cardholders. Cardholders can simply purchase a minimum amount of groceries on certain dates (or whichever method Furr's deems appropriate) and they will receive Lobo Tickets.

VII. KEY ELEMENT: Lobo Women's Basketball Game Sponsorship

A. We propose that Furr's sponsor a women's basketball game (Youth Night) each year during this agreement. Exact opponents, dates and times of these games are to be determined prior to each season. Furr's will be notified as soon as possible to the date and time of this game.

B. Sponsor acknowledgments to Furr's:

1. Public Address Acknowledgements: The UNM Athletic Department will provide public address acknowledgements acknowledging Furr's support of Lobo Women's Basketball. A minimum of four (4) acknowledgements will be made during the event.

2. Electronic Messages: Furr's will be provided with messages on the Electronic Message Boards throughout the game. The messages will appear no less than ten (10) times per hour.

3. Marquee Board: Furr's will be provided with messages on the Marquee Board located at the corner of University and Cesar Chavez Boulevards across the street from the basketball arena. Messages will promote Furr's for a period of one (1) week before the game.

4. Arena Banners: The UNM Athletic Department will prominently display a maximum of two (2) banners with Furr's name and logo at "The Pit" on their sponsored game. Banners (3' x 10') to be provided by Furr's.

5. Game Program: Furr's will receive logo recognition in the basketball game program for their sponsored game.

6. Press Release: The UNM Athletic Department will send a press release to local media announcing Furr's sponsorship.

C. As part of the purchase price of game sponsorship, Furr's will receive:

1. Ticket Distribution:
a. 200 Reserved Seats
b. 4 VIP Seats

Dec. 8
Bonnie Ann
Lobo Lucy
chugs
milk & cookies - post game
Furr's w/
candy canes
XMAS HOT
shoot free throws

2. Hospitality Room: Furr's will be given the option to use our hospitality room, the "Pete McDavid Lounge," which is located in the Southeast Corner of "The Pit." The room can be used for a pre/post game reception. Furr's is responsible for all catering and hospitality.
3. Display Booth: Furr's will have the opportunity to set up a display booth for the duration of their sponsored game. The booth will be located in a high traffic area and UNM will provide tables and chairs as needed. Furr's is responsible for the coordination of the display booth.
4. Pre-game Presentation: A representative of Furr's will be presented with a commemorative gift on the court during the pre-game show. The representative will receive appropriate recognition during the ceremony.

D. **FREQUENT SHOPPER CARD OPPORTUNITY**: Furr's can utilize part or all of these game sponsorship tickets as an added benefit to their Frequent Shopper cardholders. Cardholders can simply purchase a minimum amount of groceries on certain dates (or whichever method Furr's deems appropriate) and they will receive Lobo Tickets.

VIII. KEY ELEMENT: Lobo "Dugout Cookout" Sponsorship

- A. We propose that Furr's sponsor the Lobo "Dugout Cookout" to be held at Lobo Field each year of this agreement. Specific opponents and game times will be determined as the schedule is finalized. The Dugout Cookout consists of both a Lobo Baseball and Softball game, as well as a cookout for the fans.
- B. Sponsor Acknowledgments:
 1. Title Sponsorship: Furr's will be recognized as the title sponsor on all information pertaining to the Dugout Cookout (Media Advertising, Press Releases, Flyers, and other distributed material).
 2. Public Address Acknowledgements: Furr's will be recognized with a minimum of four (4) public address acknowledgements at both the baseball and softball games.
 3. Banners: Furr's will receive two banners (3' x 10') displayed throughout Lobo Field. Furr's is responsible for providing banners.
 4. Media Tags: Furr's will receive appropriate sponsor identification on all advertising done for the opening series.
- C. All proceeds from the cookout benefit the Ambrose Alday Memorial Scholarship fund. In exchange for sponsoring the Dugout Cookout, Furr's will provide hot dogs, buns, condiments, paper plates, napkins and utensils. In addition to those items, Furr's will donate \$500.00 to the scholarship fund. Furr's will have the opportunity to make a check presentation on the field to the scholarship fund, recognizing their sponsorship of Dugout Cookout.

IX. KEY ELEMENT: Lobo Women's Golf Tournament

- A. Furr's will continue to be the title sponsor of the Furr's Supermarkets Lobo Golf Fiesta. This golf tournament is one of the major fundraising events for the Lobo Women's Golf Program. The Lobo Golf Fiesta is held annually in the spring at the UNM Championship Golf Course.
- B. Sponsor Acknowledgements/Benefits:
1. Title Sponsor: The tournament will be called the Furr's Supermarkets Lobo Golf Fiesta each year of this agreement. Furr's Supermarkets will be incorporated with the tournament logo as well.
 2. Signage: Furr's will be recognized as the official sponsor of the Lobo Golf Fiesta on signage at the golf course during the tournament.
 3. Printed Materials: Furr's will receive logo recognition on all printed materials such as tee prizes, brochures, Silent Auction bid sheets, tournament banner and other promotional materials.
 4. Media Acknowledgements: Furr's will receive \$7,500 worth of media acknowledgments on Magic 99.5 (\$5K) and 770 KOB (\$2.5K) recognizing Furr's as the official sponsor of the Golf Fiesta. KOB TV 4 will also provide a Public Service Acknowledgement, featuring news anchor Carla Aragon, for the tournament as well.
 5. Teams: Furr's will be allowed to place three teams in the tournament and play along with 1-3 LPGA professionals (2 teams of 4 players, 1 team of three players).
 6. Media Guide Acknowledgement: As title sponsor of the Lobo Golf Fiesta, Furr's will receive a 4-color acknowledgement on the back cover of the Women's Golf Media Guide. This media guide is utilized by members of the local media covering UNM sports, as well as sent to all recruits and over 350 Lobo Golf boosters.
 7. Lobo Golf Newsletter: Furr's Supermarkets will receive exposure in the Lobo Golf Newsletter sent bi-annually to over 350 UNM Golf boosters.
 8. Lobo Golf Clinics: The Lobo Women's Golf Team sponsors ten community golf clinics for Albuquerque Women's Golf Organizations and the general public. Participants receive five free clinics with an LPGA professional and Lobo Golf Team. Furr's Supermarkets will receive name recognition with all of the clinics.
 9. Team Merchandise: Furr's will receive various team merchandise such as Lobo Team Clothing and Lobo Team Golf Balls.

X. KEY ELEMENT: Lobo Men's Tennis Tournament Sponsorship

- A. Furr's will sponsor a Men's Tennis Tournament each year of this agreement. Date and time of matches will be mutually determined each year when schedules become more definite.
- B. Sponsorship Acknowledgements/Benefits:
1. Title Sponsorship: Furr's will be recognized as the title sponsor on all schedules, media guides and press releases.
 2. Banners: Furr's will receive three (3) banners displayed on the outdoor courts of the Lobo Tennis Club.
 3. Media Tags: Furr's will receive appropriate sponsor identification on all advertising done for the tournament.
 4. Newsletter Acknowledgement: Furr's will receive a 1/4 page acknowledgment (b/w) in the Lobo Tennis newsletter.
 5. Media Guide Acknowledgement: Furr's will receive a 1/2 page acknowledgment (b/w) in the Men's and Women's Tennis media guide.
 6. Pre-Match Parties: Furr's will have use of the Lobo Tennis Club for corporate hospitality during the tournament.
 7. Merchandise: Furr's will receive two Lobo Tennis shirts as the title sponsor of the tournament.

XI. KEY ELEMENT: Lobo Women's Tennis Weekend Match Sponsorship

- A. Furr's will sponsor a Women's Tennis Weekend each year of this agreement. Date and time of matches will be mutually determined each year when schedules become more definite.
- B. Sponsorship Acknowledgements/Benefits:
1. Banners: Furr's will receive three (3) banners displayed on the outdoor courts of the Lobo Tennis Club.
 2. Media Tags: Furr's will receive appropriate sponsor identification on all advertising done for the matches.
 3. Newsletter Acknowledgement: Furr's will receive a 1/4 page acknowledgment (b/w) in the Lobo Tennis newsletter.
 4. Media Guide Acknowledgement: Furr's will receive a 1/2 page acknowledgment (b/w) in the Men's and Women's Tennis media guide.

5. Pre-Match Parties: Furr's will have use of the Lobo Tennis Club for corporate hospitality during the weekend.

XII. KEY ELEMENT: Furr's Fan Favorite Player Promotion

- 2*
- A. Furr's will continue to sponsor the Furr's Fan Favorite Player of the Year Award for football, men's basketball and women's basketball each year of this agreement. Registration forms will be placed at each Furr's location in order that fans may select their favorite player. Fans will also be able to register at home games. ~~Fans can also register at Furr's Website (optional).~~ Furr's will be able to use the UNM Logo for this purpose only. Furr's will supply and design all materials for the registration and POP displays.
- B. The UNM Athletic Department may also tie-in a media partner to help promote the Furr's Fan Favorite Player Voting.
- C. Sponsorship benefits:
1. Public Address Acknowledgments: Furr's Supermarkets will receive PA's at each game throughout the Lobo football and basketball seasons promoting the "Fan Favorite Player of the Year" award. A minimum of two PA's will be made at each football game and a minimum of one PA will be made at each men's and women's basketball game.
 2. In-Store Displays: Furr's will promote the favorite player voting by utilizing in-store signage near the customer service/ProTix area, directing fans to vote for their favorite player or to visit the Furr's Website.
 3. Circular Advertisements: Furr's will promote the Fan Favorite Player voting in their advertising circulars.
 4. Electronic Message Board: Furr's will receive messages on the Electronic Message Boards in the football and basketball facilities promoting their sponsorship of the "Fan Favorite Player Award".
 5. Marquee Board: Furr's will be recognized as the official sponsor of the "Fan Favorite Player of the Year Award" on the Marquee Board located at the corner of University and Cesar Chavez boulevards during the football and basketball seasons.
 6. Press Release: A press release will be issued to the local media announcing the promotion and Furr's Supermarkets sponsorship.

XIII. KEY ELEMENT: Lobo Volleyball Season Long Promotion

- A. We propose that Furr's continue to sponsor the "Furr's Volleyball Serving" contest to be held at each Lobo Volleyball home match. During the break between games, three contestants will attempt to serve a volleyball into a Furr's shopping cart, or hit one of two Furr's banners lying on either side of the cart. They will have three chances to do so. Those making it into the cart will receive a "major"-type of prize, and if they hit the banner(s) they will receive a consolation-type prize (exact details to be mutually agreed upon). Furr's is responsible for providing any prizes/cash awarded through this promotion.
- B. Sponsor Acknowledgments:
1. Public Address Acknowledgements: This promotion will be supported with public address acknowledgements before, during and after the contest.
 2. Sponsor Banners: Furr's will be allowed to place two banners as stated above on the floor during the promotion. Furr's is responsible for providing the banners.

XIV. KEY ELEMENT: Lobo Baseball Bingo

- A. Furr's will continue to sponsor the Furr's Supermarkets Baseball Bingo promotion each year of this agreement. This promotion will take place throughout each Lobo baseball home game.
- B. Fans will be able to play Furr's Supermarkets Baseball Bingo by purchasing a game program. In each game program there will be a bingo card, and there will be three winners at each game. Bingo takes place only when the Lobos are batting, and each number that is called corresponds to a particular play that could be made during a Lobo at-bat. Winning Fan (BINGO in any direction) will win a prize. Mutually agreed upon prizes will be supplied by Furr's Supermarkets.
- C. Promotion Acknowledgments:
1. Public Address Acknowledgements: Furr's will receive PA's throughout the game acknowledging their sponsorship of baseball bingo.
 2. Baseball Bingo Advertisement: Furr's will receive logo recognition on the baseball bingo instruction sheet.

XV. KEY ELEMENT: Lobo Sports Print Package

- A. The Lobo Sports Print Package is a comprehensive package of printed promotional items, which will be used to promote various athletic teams at the University of New Mexico. Furr's will be one of a maximum of four non-competing sponsors of these items. Appropriate logo identification will be provided for each printed item.
- B. The print package will include the following printed materials (* indicates pieces with Furr's only):
1. Posters (number featuring logo)
 - a. Football (2,500*)
 - b. Volleyball (1,000*)
 - c. Men's Basketball (2,500*)
 - d. Women's Basketball (1,000*)
 - e. Men's Soccer (1,000)
 - f. Women's Soccer (1,000)
 2. Schedule Cards (number featuring logo)
 - a. Football (75,000*)
 - b. Volleyball (40,000*)
 - c. Men's Basketball (75,000*)
 - d. Women's Basketball (40,000*)
 - e. Men's Soccer (25,000)
 - f. Women's Soccer (25,000)
 - g. Men's Tennis (25,000)
 - h. Women's Tennis (10,000)
 - i. Baseball (25,000)
 - j. Women's Softball Trading Cards (15,000)
 3. Brochures (number featuring logo)
 - a. Football (25,000)
 - b. Volleyball (3,000)
 - c. Men's Basketball (12,500)
 - d. Women's Basketball (12,500)
 4. Autograph cards (number featuring logo)
 - a. Football (1,000)
 - b. Volleyball (1,000)
 - c. Men's Basketball (1,000)
 - d. Women's Basketball (1,000)
 - e. Men's Soccer (1,000)
 - f. Women's Soccer (1,000)
 - g. Baseball (1,000)
 - h. Softball (1,000)
 5. Other (number featuring logo)
 - a. All-Sport Schedule Books – Fall and Winter (2,000)
 - b. Other items as needed (TBD)

XVI. KEY ELEMENT: Game Program Acknowledgments

- A. Furr's will sponsor ¼-page acknowledgements in the football and men's and women's basketball game programs each year of this agreement. Artwork for football is due July 15th of each year, and basketball is due by October 1st.
- B. Furr's will receive a ¼-page acknowledgment in the volleyball game program. Artwork will be due by July 15th each year.
- C. Furr's will also continue to receive a ¼-page acknowledgment in the baseball game program. Artwork will be due by January 15th each year.
- D. Program acknowledgment considerations:
 - 1. The size of the programs themselves are 8 1/2" x 11". ½-page ad specifications are 7" x 5" horizontal; ¼-page ad specifications are 3.5"x 5" vertical.
 - 2. Number of programs to be printed in 1999-2000:
 - Football - 63,000
 - Men's Basketball - 90,000
 - Women's Basketball - 10,000
 - Volleyball - 1,500
 - Baseball - 3,000

XVII. KEY ELEMENT: Lobo Club Membership - Golden Lobo

- A. We propose that Furr's continue to be a member of the Lobo Club at the Golden Lobo (\$5,000) level. This membership will consist of \$2,500.00 in cash and \$2,500.00 in Gift-in-Kind.
- B. As a member of the University of New Mexico Lobo Club, Furr's will be supporting approximately 500 student athletes who participate in intercollegiate athletics. As a member, you will receive many benefits associated with your donor level. Furr's commitment to the Lobo Club will help ensure success in all of UNM's athletic programs.
- C. Benefits
 - 1. Basketball VIP Halftime Reception Invite (2)
 - 2. Lobo Club All Sports Pass (1)
 - 3. Media Guides
 - 4. Lobo Hotline Subscription
 - 5. Zia Club Football Seating Priority
 - 6. Lobo Football & Basketball Parking Priority
 - 7. Discount Program Benefits
 - 8. Recognition plaque
 - 9. Recognition Gift
 - 10. Membership Card & Decal
 - 11. Lobo Sports Ticket Priority

(Lobo Club membership benefits continued):

12. Game Program Recognition
13. Educational Tax Deduction
14. Invitation to Special Events
15. Lobo Hotline Express Subscription

XVIII. KEY ELEMENT: UNM Season Ticket Panel Sponsorship

- A. Furr's will continue to receive space on the backs of all season tickets used by the Lobo Ticket Office each year of this agreement.
- B. At this time, UNM currently prints over 32,000 season tickets (over 400,000 total tickets) for football and men's and women's basketball.
- C. It is recommended that Furr's utilize this space to promote certain in-store products or specials, or for redemption purposes, such as a free video rental, free soda with a deli purchase, etc.
- D. Artwork for the ticket backs is due by June 1st of each year, and must be approved by the UNM Athletic Department.

XIX. KEY ELEMENT: Football Send-A-Kid Program

- A. We propose that Furr's sponsor the "Send-A-Kid" program (25 season ticket level). This program offers local youth groups the opportunity to attend University of New Mexico Lobo football games. A special section is designated behind the South End Zone within University Stadium for the youth organizations to be seated. The tickets will be allocated to these youth groups through selection by Furr's or by a UNM Athletic Department representative.
- B. Sponsor Acknowledgments to Furr's:
 1. Public Address Acknowledgments: The UNM Athletic Department will provide a minimum of one public address acknowledgement acknowledging Furr's support of the "Send-a-Kid" program at each football game.
 2. Marquee Board: Furr's will be recognized as an official sponsor of the "Send-a-Kid" program on the Marquee Board located at the corner of University and Avenida Cesar Chavez boulevards.

3. Electronic Message Board: Furr's will receive message board acknowledgements at each football game in recognition of their sponsorship of the "Send-a-Kid" Program.
 4. Press Release: The UNM Athletic Department will send a press release to local media announcing Furr's sponsorship of the "Send-a-Kid" program.
- C. The UNM Athletic Department will handle the distribution of the tickets to the youth organizations.

XX. KEY ELEMENT: Spirit Squad and Mascot Appearances (July 1 – June 30)

- A. In order to enhance community awareness of the association between Furr's and Lobo Athletics, we propose that Furr's utilize the Lobo Spirit Squad and Mascots - Louie and Lucy - in four (4) public appearances for Furr's throughout the athletic seasons. Lobo Louie and Lucy are well known figures in the Albuquerque community, especially among children, and can help Furr's promote its product line as well as its support of the Lobos.
- B. Appearances by the Spirit Squad and Mascots are typically one hour in length, and should be scheduled at least two weeks in advance. Appearances can be scheduled by contacting the Lobo Marketing Office.

XXI. KEY ELEMENT: Exclusivity

- A. Furr's will be offered exclusive rights in the supermarket/grocery category and will continue to be the "Official Supermarket of the Lobos".
- B. During the term of this agreement, no other supermarket will be allowed access to sponsorship avenues regarding Lobo Athletics currently under the management of the UNM Athletic Department.

XXII. KEY ELEMENT: Investment to Furr's

A. Cost to Furr's:

Year One: \$120,000.00 (includes \$2,500 cash donation to Lobo Club each year)
Year Two: \$120,000.00
Year Three: \$120,000.00
Year Four: \$125,000.00
Year Five: \$125,000.00

Plus: Cost of giveaway items, banner construction, \$2,500 Gift-in-Kind donation, \$500 in Candy for Lobo Howl-O-Ween and \$250 in hot dogs, buns, condiments and paper products for Dugout Cookout.

B. Term

The term of this agreement is for five (5) years and will run from July 1, 1999 through June 30, 2004.

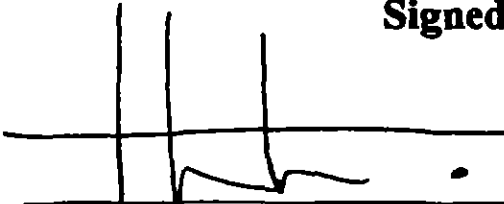
C. Payment Schedule:

Quarterly payments on or before August 1st, December 1st, March 1st and June 1st of each year of this agreement.

D. Renewal

Furr's will have first right of renewal in 2004. Renewal option must be exercised by April 1, 2004; otherwise the contract will expire on the date stated above.

Signed and Agreed to by:

 • 7/21/99

Frans Wester Date
Vice President-Marketing
Furr's Supermarkets

 7/21/99

Rudy Davalos Date
Director of Athletics
University of New Mexico

 8/20/99

Darren Dunn Date
Associate A.D. / Corporate Development
UNM Athletic Department